

## SECOND RENEWAL OF LICENSE AGREEMENT

**THIS SECOND RENEWAL OF LICENSE AGREEMENT** (“**Second Renewal Agreement**”) is entered into as of the first day of July, 2009, between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and **SJP PROPERTIES**, located at 3310 N. Elston Avenue, Chicago, Illinois (the “**Licensor**”).

### RECITALS

A. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2005, (“**Original Agreement**”) in which the Licensor and the Licensee agreed that the Licensee could use twenty (20) parking stalls in the north parking lot of property located at 3310 N. Elston Avenue, Chicago, Illinois (the “**Premises**”) for the period commencing on July 1, 2005 and terminating on June 30, 2006;

B. The Licensor and the Licensee further entered into that certain Renewal of License Agreement dated as of July 1, 2007, (“**Renewal Agreement**”) pursuant to which the parties extended the Term for the period commencing on July 1, 2007 and terminating on June 30, 2009. The Original Agreement and the Renewal Agreement shall hereinafter be referred to collectively as the “**License Agreement**”; and

C. The parties hereto desire to renew the License Agreement on the terms and conditions as set forth herein, and not otherwise.

### AGREEMENT

**NOW THEREFORE**, in consideration of the forgoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. The parties agree that the License Agreement shall be renewed for an additional three (3) year period to commence on July 1, 2009 and to continue through June 30, 2012 (“**Second Renewal Term**”).
2. The License Fee for the Second Renewal Term shall be as follows:

<u>Year</u>	<u>Monthly License Fee</u>	<u>Annual License Fee</u>
07/01/09 to 06/30/10	\$1,318.45	\$15,821.42
07/01/10 to 06/30/11	\$1,344.82	\$16,137.84
07/01/11 to 06/30/12	\$1,371.72	\$16,460.61

3, Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect during the Second Renewal Term.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Renewal Agreement as of the date set forth at the beginning of this document.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Renewal Agreement as of the day and year first above written.

**LICENSEE:**

Board of Education of the  
City of Chicago

By:

Name: Robert Runcie  
Title: Chief Operating Officer

**LICENSOR:**

SJP Properties

By:

Name: Scott Peota  
Title: owner

COO Report No.: 09-0324-COO5

Approved as to Legal Form:

Patrick J. Rocks  
Patrick J. Rocks, General Counsel

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 1<sup>st</sup> day of July, 2005, by and between SJP Properties ("Licensor") and the Board of Education of the City of Chicago ("Licensee").

### WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee the exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the property commonly known as the north parking lot of 3310 N. Elston St., Chicago, Illinois, consisting of 20 parking stalls (the "Property"), for the sole purpose of parking passenger vehicles owned or used by the staff of the Linne Elementary School located at 3221 N. Sacramento, Chicago, IL (the "License").
2. Term of License. The License shall commence July 1, 2005, and shall terminate June 30, 2006 (the "Term").
3. Periodic Payments. Licensee shall pay Licensor for the granting of this License the sum of ONE THOUSAND ONE HUNDRED EIGHTY TWO AND 92/100 DOLLARS (\$1,182.92) per month for the entire Term of this Agreement. All monthly payments shall be made in advance on the first day of each calendar month, and shall continue for the duration of this Agreement.
4. Maintenance. Licensor shall be, at its sole cost and expense, responsible for all maintenance and repairs of the Property, including, but not limited to, snow removal services.
5. Alterations and Modifications. Licensee is hereby granted permission to install and display a "Board of Education" sign on the fence which is upon the Property.
6. Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the possession, occupancy or use of the Property by Licensee, and (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee.
7. Insurance. Licensee is self-insured and shall maintain adequate retention limits to insure its liability hereunder.

8. 105 ILCS 5/34 Provisions.

(a) This Agreement is not legally binding on the Licensee if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.

(b) Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

9. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (95-0726-EX3), adopted July 26, 1995, as amended (96-0626-PO3) on June 26, 1996, and as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

10. Board of Education Ethics Code. The Board of Education Ethics Code (95-0927-RU3), adopted September 27, 1995, as amended (99-0728-P01) on July 28, 1999, and as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

12. Entire Agreement. This Agreement represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

13. Contingent Liability. Any expenditure by the Licensee beyond its current fiscal year is deemed to be a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

14. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LICENSEE:**

Board of Education of the  
City of Chicago

By: 

Name: Sean P. Murphy  
Title: Chief Operating Officer


**LICENSOR:**

SJP Properties

By: 

Name: Scott Brown  
Title: President

COO Report No.: 05-0518-COO40

Approved as to Legal Form: 

  
Patrick J. Rocks, General Counsel

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